

# **DEED OF SALE OF FLAT**

***POLICE STATION – CHATTERJEEHAT, DISTRICT- HOWRAH***

***SALE DEED VALUED AT Rs.----- (Rupees -----***

***-----) only***

***THIS DEED OF SALE is made on this the            day of***

***Two Thousand and Twenty-three,***

***B E T W E E N***

***(Containing Total 38 Pages)***

**SRI BIJAY KUMAR SINGH**, (Permanent Account No. **AMAPS3820Q**),  
(Adhaar No. **484587149308**), son of Late Chandrama Singh, by faith  
Hindu, by occupation business, resident of Rabindra Nagar Complex, Flat  
No. 106, Block-“A”, 88, College Road, P.O. B. Garden, P.S. A.J.C. Bose  
Botanic Garden, Howrah- 711103, hereinafter referred to as the  
**“VENDOR/OWNER”** (which expression shall unless excluded by or  
repugnant to the context be deemed to include its/his legal heirs, executors,  
administrators, legal representatives, assigns, etc.) **of the “FIRST PART”**;

**-A N D-**

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-----, hereinafter referred to as the **“PURCHASERS”**  
(which expression shall unless excluded by or repugnant to the context be  
deemed to include their legal heirs, executors, administrators, legal  
representatives, assigns, etc.) of the **“SECOND PART”**;

**WHEREAS:-**

- 1. Originally, one Smt. Amiya Banerjee was the sole and absolute owner of the entire property of Holding No. 107/3/3, (old 107), Seikh Para Lane, P.S. Shibpur, District Howrah, measuring about 19 (Nineteen) Cottahs 6 (Six) Chittaks 24 (Twenty Four) Sq feet, who acquired the same from one Smt. Kamala Chakraborty by virtue of a Deed of Sale dated 22.04.1966, since been registered before the office of the Sub-Registrar, Howrah and incorporated in Book No. 1, Volume No. 37, Pages 181 to 191, Being No. 1640, for the year 1966.*
- 2. While thus being seized and possessed of the aforesaid property in the aforesaid manner by mutating her name in the record of Howrah Municipal Corporation, said Smt. Amiya Banerjee constructed a two-storied building and other tile shed structures thereon, and subsequently with the intention to settle the abovementioned property said Smt. Amiya Banerjee transfer the abovenoted property by virtue of a Deed of Settlement dated 04.04.1990 in favour of her two sons viz. Nitun Kumar Banerjee and Soumen Banerjee and one daughter viz. Smt. Reba Ganguly by specifically demarketing the aforesaid property into 4 (Four) plots, which is specifically shown and delineated in the plan annexed with the said deed of settlement as Lot-"A", Lot-"B", Lot-"C" & Lot-"D" and as per said Deed of Settlement, said Nitun*

*Banerjee got Lot-“A” noted property, Soumen Banerjee got said Lot- “B” & Lot- “D” mentioned property and said Smt. Reba Ganguly got Lot- “C” mentioned property as sole owner thereof, subject to life interest of the said Smt. Amiya Banerjee.*

- 3.** *While thus being seized and possessed of the aforesaid manner in the aforesaid manner, said Smt. Reba Ganguly gifted her said Lot “C” noted property measuring 01 (One) Cottah 13 (Thirteen) Chittaks 29 (Twenty-Nine) Sq.ft. together with tile shed structures standing thereon to said Soumen Banerjee by virtue of a Deed of Gift dated 23.09.2002, since been registered before the office of the Additional District Sub-Registrar, Howrah, being Deed No. 6698 of 2002, wherein said Amiya Banerjee joined as Confirming Party and since then said Soumen Banerjee is enjoying the said three plots i.e. Lot-“B”, Lot-“C” & Lot-“D” property as mentioned in the said Deed of Settlement partly in khas and partly through tenants.*
- 4.** *While thus being seized and possessed of said Lot- “C” and Lot-“D” properties, said Soumen Banerjee on his turn transferred the same being part of Holding No. 107/3/3, Seikh Para Lane, within P.S. Shibpur, in the District of Howrah in favour of one Bengal GHG Nirman Pvt. Ltd. by virtue of a Deed of Sale dated 13.08.2008, since been registered before the office of the Additional District Sub-Registrar, Howrah and incorporated in Book No. I, Volume No. 20, Pages from*

2855 to 2871, being No.04822 for the year 2008 and delivered khas possession in favour of said Bengal GHG Nirman Pvt. Ltd.

5. While thus being seized and possessed of the aforesaid property in the aforesaid manner, said Bengal GHG Nirman Pvt. Ltd. duly mutated its name in respect of the purchased portion which has been renumbered as Holding No. 107/3/3/1, Seikh Para Lane, within P.S. Shibpur, in the District of Howrah and said Bengal GHG Nirman Pvt. Ltd. also mutated its name before the concerned land department in respect of R.S. Dag No. 174 under L.R. Dag No. 191, Mouza- Shibpur, Sheet No.84, within P.S. Shibpur, in the District of Howrah and sole and absolute owner thereof and with the intention to raise a multi-storied structure over the aforesaid property, said Bengal GHG Nirman Pvt. Ltd. also obtained necessary permission from K.M.D.A. by paying necessary fees thereof being Approval/Permission No. 164/1(4)/KMDA/SP/DP-73/(1624/HMC) dated 25.09.2017 as the said property was within 500 meters from Kona Expressway and already submitted plan before the concerned department of Howrah Municipal Corporation for sanctioning the same.
6. While thus being seized and possessed of the aforesaid property in the aforesaid manner, said Bengal GHG Nirman Pvt. Ltd. due to its sudden legal necessity and financial stringency transferred the same in favour

*of the present Owner/Vendor of the One Part by virtue of a Deed of Sale dated 26.10.2021, since been registered before the office of the Additional District Sub-Registrar, Howrah and incorporated in Book No. I, Volume No. 0502-2021, Pages from 368120 to 368147, being No. 050210547 for the year 2021.*

- 7.** *It is pertinent to mention in this connection that after the aforesaid registration of Deed of Sale dated 26.10.2021 it is found that there were certain bonafide mistakes and inadvertences in the aforesaid Deed of Sale dated 26.10.2021 specifically concerning the area of the property and the same has subsequently been rectified by virtue of a Deed of Declaration dated 11.05.2022, since been registered before the Additional District Sub-Registrar, Howrah being Deed No.050205348 for the year 2022 and as such, the present Owner/Vendor of the One Part became the exclusive owner and occupier of **ALL THAT piece and parcel a definite demarcated Mokorari Mourasi Bastu Land containing an area measuring about 04 (Four) Cottahs 11 (Eleven) Chhitacks 23.5 (Twenty-three point Five) Square Feet, be the same a little more or less, appertaining to Howrah Municipal Corporation Holding No. 107/3/3/1, Seikh Para Lane, H.M.C. Ward No. 38, within P.S. previously Shibpur at present Chatterjeehat, in the District of***

**Howrah, including all rights of easement, messuages, hereditaments, appurtenances, appendages, privileges, liberties and other rights attached thereto, morefully and particularly described in the FIRST SCHEDULE hereinbelow and hereinafter referred to as the "Said Property".**

8. *In the aforesaid manner and fashion, the OWNER/VENDOR of the ONE PART thus became the exclusive owner as well as occupier in respect of the First Schedule mentioned property and since the date of acquisition of the title in respect of the First Schedule mentioned property in the aforesaid manner, he has been duly possessing as well as enjoying the "Said Property" having -/16/- annas right, title, interest as well as possession thereof exclusively, continuously, uninterruptedly, as of right, adversely to the knowledge and exclusion of all for much more than the statutory period by declaring hostile title and making ouster of each and every one and he has been duly exercising all sorts of overt acts by various ways and fashions on payment of Govt. revenues, taxes before the appropriate authorities and also by taking usufructs from the same as 'True and Lawful owner thereof.*
9. *Subsequently, the Owner/Vendor of the One Part being desirous of augmenting income from the "SAID PROPERTY" decided to construct a multistoried building over the same by demolishing the existing*

*decrepit structure according to modern taste, design and architecture in accordance with the sanctioned residential Building Plan and for that intention he has obtained the sanction of a multistoried building being B.R.C. No. 47/15-16 at his own cost from the Howrah Municipal Corporation;*

- 10.** *That the Owner of the First Part after complying necessary legal formalities has already raised a multi-storied construction over the **FIRST SCHEDULE** mentioned property which also comprised of the **ALL THAT** piece and parcel of one completely wind and water tight usable self-contained **FLAT** being Flat No. \_\_\_\_\_, situated at the -----Floor measuring about ----- Sq. Ft. (-----) **Square Feet** including 25% super built-up area, be the same a little more or less, comprised of ----- (-----) Bed Rooms, ----- (-----) Balcony, ----- (-----) Kitchen-cum-Dinning, ----- (-----) Toilets etc., together with undivided and/or impartiable proportionate share of the land underneath the said flat vis-à-vis the said building together with all rights of easements, messuages, hereditaments, appurtenances, appendages, rights, liberties, benefits, privileges, etc. attached to the said Flat together with right of common stairs, stair-case, lift, lift*



*well, common landings, common spaces, side spaces, rear space, front open space and all other benefits and privileges as will be enjoyed by the Purchasers in common with the other lawful occupier/s of the said building as provided in the law of West Bengal Apartment Ownership Act, 1972 and amendments made thereto together with exclusive and common right of electricity and continuous or uninterrupted water connection together with right of common usage of drains, water-courses, rain water pipes, conduits, over-head or under-ground reservoir including all fixtures and fittings of the said Flat and also together with right of free access or free egress and ingress to and from the main entrance/entrances to the entrance of the "Said Flat" from all sides, being free from all encumbrances, trusts, charges, liens, lis pendens, attachments, claims, etc. appertaining to Howrah Municipal Corporation Holding No. 107/3/3/1, Seikh Para Lane, H.M.C. Ward No. 38, within P.S. previously Shibpur at present Chatterjeehat, in the District of Howrah, morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "**SAID FLAT**", since been depicted and delineated in the **PLAN** annexed herewith by **RED** colour border line and on account of their bonafide*

urgent need and lawful necessity they intended to sell / transfer / convey the "SAID FLAT" which is morefully as well as particularly mentioned in the **SECOND SCHEDULE** hereinbelow and depicted and delineated in the **PLAN** annexed herewith by **RED** colour border line, and decided to dispose it off at a total consideration of **Rs. -----**  
**----- (Rupees -----**  
**-----) only.**

**11.** The PURCHASERS of the OTHER PART, after coming to know about the aforesaid intention of the OWNER/VENDOR of the ONE PART and believing upon the aforesaid declarations, representations, assurances and confirmations made and/or declared on the part of the OWNER/VENDOR of the ONE PART to the effect that the **SECOND SCHEDULE** mentioned property is absolutely free from all encumbrances and there is no such legal barrier and/or impediment, which hindrances this transaction beyond saleable and/or transferrable in nature, has become interested to purchase the same, duly proposed the OWNER/VENDOR of the ONE PART to sell / transfer / convey the same subject to the **SECOND SCHEDULE** mentioned property being sold under these presents appears to be or found to be absolutely free from all sorts of encumbrances and beyond any sorts of legal barrier or impediments at the aforesaid total consideration of

**Rs. ----- (Rupees -----  
-----) only.**

***NOW THIS INDENTURE WITNESSETH*** that in pursuance of the said Agreement, and in consideration of **Rs. ----- (Rupees -----  
-----) only** paid by the PURCHASERS to the OWNER/VENDOR (the receipt of which the OWNER/VENDOR herein hereby acknowledges) as per the Memo of Consideration below the OWNER/VENDOR do hereby sell, grant, transfer, convey, assign and transfer by way of sale, unto the PURCHASERS forever and give possession to the PURCHASERS herein in respect of **ALL THAT piece and parcel of one completely wind and water tight usable self-contained FLAT being Flat No. \_\_\_\_\_, situated at the -----Floor measuring about \_\_\_\_\_ Sq. Ft. (-----  
-----) Square Feet including 25% super built-up area, be the same a little more or less, comprised of ----- (-----) Bed Rooms, ----- (-----) Balcony, ----- (-----) Kitchen-cum-Dinning, ----- (-----) Toilets etc., together with undivided and/or impartiable proportionate share of the land underneath the said flat vis-à-vis the said building together with all rights of easements, messuages,**

*hereditaments, appurtenances, appendages, rights, liberties, benefits, privileges, etc. attached to the said Flat together with right of common stairs, stair-case, lift, lift well, common landings, common spaces, side spaces, rear space, front open space and all other benefits and privileges as will be enjoyed by the Purchasers in common with the other lawful occupier/s of the said building as provided in the law of West Bengal Apartment Ownership Act, 1972 and amendments made thereto together with exclusive and common right of electricity and continuous or uninterrupted water connection together with right of common usage of drains, water-courses, rain water pipes, conduits, over-head or under-ground reservoir including all fixtures and fittings of the said Flat and also together with right of free access or free egress and ingress to and from the main entrance/entrances to the entrance of the "Said Flat" from all sides, being free from all encumbrances, trusts, charges, liens, lis pendens, attachments, claims, etc. appertaining to Howrah Municipal Corporation Holding No. 107/3/3/1, Seikh Para Lane, H.M.C. Ward No. 38, within P.S. previously Shibpur at present Chatterjeehat, in the District of Howrah, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written along with the Specifications of material as mentioned in the **SEVENTH SCHEDULE** together with rights of*

*user over the common area in the building within the jurisdiction of District Sub-Registrar at Howrah and Additional District Sub-Registrar at Howrah, together with rights of user over the common area in the building as part and parcel of **FIRST SCHEDULE** property, **TOGETHER WITH** proportionate undivided interest in the other common facilities appurtenant to the said Residential Flat and common areas for the beneficial use of the said Residential Flat including uninterrupted and free access to and from the main municipal road **AND** facilities of the said piece of land and the proportionate undivided share in the land underneath the building described in the **FIRST SCHEDULE** and proportionate undivided interest in the limited common areas and facilities as defined by the statute prevailing as on this date, and as listed in the **THIRD SCHEDULE** below **AND TOGETHER** with all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto along with proportionate undivided share in land and other common areas, facilities and amenities etc. and all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vendor into and out of and upon the said Residential Flat or any part thereof **TO HAVE AND TO HOLD** the said Residential Flat from hereby granted and sold or intended so to be with his and every of his right, members and appurtenances unto and to the use and benefit of the PURCHASERS forever to be held as heritable,*

*transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or Howrah Municipal Corporation or any other concerned authorities **AND** subject to the condition that the said Residential Flat or apartment will be used only for residential purpose **AND** free from all encumbrances, charges, liens, lis pendens, attachments, acquisitions and requisitions by the Government or any Government agency or others and all other liabilities whatsoever **SUBJECT NEVERTHELESS** to the easements and quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Residential Flat as mentioned in the **FOURTH SCHEDULE** hereunder written and excepting, reserving and restriction unto the Vendor and the other Flat and Garage/Shop Owners /occupiers and in the said building such easements or quasi easements and other rights and privileges as are mentioned in the **FIFTH SCHEDULE** hereunder written also subject to the PURCHASERS' covenant to bear and pay their proportionate share of common expenses to the Association/Society formed by the Owners/Occupiers of the Flats and Garage of the said building for maintenance of the said building as mentioned in the **SIXTH SCHEDULE** hereunder written.*

**AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS**

**AS FOLLOWS:-**

1. *THAT the Vendor has in himself good right full power and absolute authority to grant convey, transfer, assign and assure the said Residential Flat hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the PURCHASERS absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;*
2. *That the PURCHASERS shall use the Flat for Residential purpose only.*
3. *That the PURCHASERS shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for their own use and benefits without any suit, lawful eviction, interruption and claims and demands whatsoever from or by the Vendor or any person or persons claiming under them or in trust for them or lawfully claiming any estate, right or interest whatsoever at law in the said Residential Flat hereby granted, sold or expressed so to be freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and*

*well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or any other persons lawfully claiming or claiming under or in trust for the Vendor;*

- 4.** *That the Vendor shall always from time to time and hereafter, at the request and cost of the PURCHASERS, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Residential Flat hereby granted and sold unto and to the use of the PURCHASERS the manner aforesaid as by the PURCHASERS shall be reasonably required.*
- 5.** *That the said Land and Residential Flat (as described in the First and Second Schedule below) are not attached to any proceedings connected with the Department of Income Tax, Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery act and no steps has been taken in execution of any certificate at the instance of the said Departments.*
- 6.** *That the PURCHASERS shall be entitled to sell, gift, transfer, mortgage, lease, assign or otherwise deal with the said Residential Flat along*



*with the undivided proportionate share of land and right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the PURCHASERS shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other Flat and Garage Owners or the Vendor who have acquired right, title and interest similar to that of PURCHASERS or who might acquire the same in future.*

- 7.** *That each Apartment/Flat/Garage/Shop room constitutes a single unit, transferable and heritable as such, but shall not be partitioned or divided as such.*
- 8.** *That the percentage of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartible and indivisible and the Flat and Garage Owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972;*
- 9.** *That the Vendor hereby declare that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended upto date.*

- 10.** *That the Original Title Deeds, Building Plan and other relevant documents are lying with the Owners herein and they shall supply photocopy of original earlier Deeds and sanctioned building plan and floor plan from competent authority to the PURCHASERS for future requirement like mutation etc. with Govt. authority, if required.*
- 11.** *That if any error or mistake in the description of the said Flat be discovered subsequently the same will be corrected by the Vendor by executing necessary Rectification Deed in favour of the PURCHASERS at the cost and expenses of the PURCHASERS.*
- 12.** *The Vendor shall and will sign in all papers and documents as be required by the PURCHASERS and found necessary for the purpose of effecting separate assessment of the said Flat and the mutation of the PURCHASERS' name in respect of the said Flat in the records of Settlement records as well as Howrah Municipal Corporation.*

**AND THE PURCHASERS DOTI HEREBY COVENANT WITH THE VENDOR**

**AS FOLLOWS:-**

- 1.** *THAT the PURCHASERS shall abide by the bye laws, regulations etc. of the Association of the Flat and Garage/Shop Owners in the said building and shall bear and pay all the common expenses, such as,*

*proportionate share of tax till the Residential Flat is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer wall, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, Lift, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.*

- 2.** *AND THAT the right of the PURCHASERS shall remain restricted to the said Residential Flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and the common spaces/ parts/ portions/ amenities/ conveniences.*
- 3.** *AND THAT the cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the PURCHASERS and the occupiers thereof, shall be borne by the said Society or Association.*
- 4.** *AND THAT the PURCHASERS shall get supply of water from the joint overhead tank.*

5. *AND THAT the PURCHASERS shall be liable and agree to make payment of the proportionate share of maintenance and Service charges regularly and punctually to the said Society or Association on and from the date of taking possession of the property.*
6. *AND THAT the PURCHASERS shall pay proportionate charges for consumption of electricity for common space regularly to the said Society or Association.*
7. *AND THAT the PURCHASERS shall take electricity in their own name from the CESC Limited at their own cost and shall pay necessary electric charges month by month according to meter reading in their own meter.*
8. *AND THAT in the event of any capital expenditure for repair, maintenance etc. for common purpose of the PURCHASERS shall be liable to make payment of their proportionate share as shall be determined by the said Society or Association.*
9. *AND THAT the PURCHASERS shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of their Residential Flat in full and the PURCHASERS will bear all service Taxes or any other Govt. Taxes/ charges separately.*

- 10.** *AND THAT the PURCHASERS shall have the absolute right to mutate their names in the records of Howrah Municipal Corporation and the B.L. and L.R. office and shall pay the taxes in respect of their Residential Flat to be separately assessed by the authorities. So long as the Flat and Garage/Shop of the building are not separately assessed for the tax purpose, the PURCHASERS shall pay to the Vendor a proportionate share of the said taxes in respect of their Residential Flat in the said building. Such apportionment shall be made by the Vendor in consultation with the PURCHASERS on the basis of the area purchased by the PURCHASERS.*
- 11.** *AND THAT the Vendor may appoint a Caretaker to look after the building and its common parts till the said Society or Association takes charge of the building. Till that point of time, the Flat and Garage/Shop Owners will pay an amount fixed by mutual arrangement to the Vendor for looking after the building and its common parts, if necessary.*
- 12.** *AND THAT the PURCHASERS shall not cause to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said building or in the common areas or spaces.*

- 13.** *AND THAT the PURCHASERS shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other Flat and Garage/Shop Owners;*
- 14.** *AND THAT the PURCHASERS shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other Flat and Garage/Shop Owners in the building should be obtained first;*
- 15.** *AND THAT the PURCHASERS shall not display any hoardings, placards or signboards on the terrace of the said unit or anywhere else in the said premises. It is also made expressly clear hereby that in no event the PURCHASERS shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building.*
- 16.** *AND THAT the PURCHASERS shall keep the internal portions of the said Residential Flat in good and sound conditions so as to support and protect the other parts of the building.*
- 17.** *AND THAT the PURCHASERS shall have no claim and or right of any nature or kind over in respect of the terrace and the roof of the said building except the right of drying cloths and installing T.V. antenna*

*and repairing, cleaning thereof including inspecting the water reservoir;*

- 18.** *AND THAT the PURCHASERS shall not use stove in the stairs or in the common parts and shall not allow smoke to spread in the other parts.*
- 19.** *AND THAT the PURCHASERS shall have right to use and enjoy all the common areas, spaces, amenities, convenience and services etc. as described in the THIRD SCHEDULE below, equally with the other Flat Owners.*
- 20.** *AND THAT the PURCHASERS shall have their name mutated in the records of the Howrah Municipal Corporation and that of the Settlement in respect of the Residential Flat on the force of this Deed.*
- 21.** *The PURCHASERS will abide by all rules and regulations in respect of the said building as framed by the Owners' Association for the purpose of maintenance of the building.*
- 22.** *That the PURCHASERS shall not make any structural modification, addition or alteration of any internal or external elevation or any part of the building after purchase.*

**THE FIRST SCHEDULE ABOVE REFERED TO**

**(SAID PROPERTY)**

***ALL THAT piece and parcel a definite demarcated Mokorari Mourasi Bastu Land containing an area measuring about 04 (Four) Cottahs 11 (Eleven) Chhitacks 23.5 (Twenty-three point Five) Square Feet, be the same a little more or less, appertaining to Howrah Municipal Corporation Holding No. 107/3/3/1, Seikh Para Lane, H.M.C. Ward No. 38, within P.S. previously Shibpur at present Chatterjeehat, in the District of Howrah, including all rights of easement, messuages, hereditaments, appurtenances, appendages, privileges, liberties and other rights attached thereto, being butted and bounded as follows:-***

***ON THE NORTH: Seikh Para Lane;***

***ON THE SOUTH: Holding No. 107/3/2, Seikh Para Lane;***

***ON THE EAST : 12 Feet wide Common passage;***

***ON THE WEST : Property of Nitun Kumar Banerjee.***

**THE SECOND SCHEDULE REFERRED TO**

**(SAID FLAT)**



***ALL THAT*** piece and parcel of one completely wind and water tight usable self-contained ***FLAT*** being Flat No. \_\_\_\_\_, situated at the -----  
 -----Floor measuring about ----- Sq. Ft. (-----  
 -----) ***Square Feet*** including 25% super built-up area, be the same a little more or less, comprised of ----- (-----) Bed Rooms, ----- (-----) Balcony, ----- (-----) Kitchen-cum-Dinning, ----- (-----) Toilets etc., together with undivided and/or impartiable proportionate share of the land underneath the said flat vis-à-vis the said building together with all rights of easements, messuages, hereditaments, appurtenances, appendages, rights, liberties, benefits, privileges, etc. attached to the said Flat together with right of common stairs, stair-case, lift, lift well, common landings, common spaces, side spaces, rear space, front open space and all other benefits and privileges as will be enjoyed by the Purchasers in common with the other lawful occupier/s of the said building as provided in the law of West Bengal Apartment Ownership Act, 1972 and amendments made thereto together with exclusive and common right of electricity and continuous or uninterrupted water connection together with right of common usage of drains, water-courses, rain water pipes, conduits, over-head or under-ground reservoir including all fixtures and fittings of the said

***Flat and also together with right of free access or free egress and ingress to and from the main entrance/entrances to the entrance of the "Said Flat" from all sides, being free from all encumbrances, trusts, charges, liens, lis pendens, attachments, claims, etc. appertaining to Howrah Municipal Corporation Holding No. 107/3/3/1, Seikh Para Lane, H.M.C. Ward No. 38, within P.S. previously Shibpur at present Chatterjeehat, in the District of Howrah, being butted and bounded as follows:-***

*ON THE NORTH:*

*ON THE SOUTH:*

*ON THE EAST :*

*ON THE WEST :*

*The Residential Flat hereby sold are morefully and particularly described and delineated with **RED** colour border in a separate Plan annexed to this Deed which is called a part of this Deed.*

**THIRD SCHEDULE AS REFERRED TO ABOVE**

***(Common parts/ portions/ amenities/ conveniences)***

1. *Stair-case leading from Ground floor up to Roof & Stair Head room.*
2. *Common passages and lobbies in the ground floor.*
3. *Entrance lobbies, electric room, pump room all are on the ground floor.*
4. *Water sources, water pump, water reservoir, pipes and all other common plumbing installations.*
5. *Electrical wiring and fittings in common areas and common meter.*
6. *Drainages and sewers in common areas.*
7. *Boundary wall and main gate.*
8. *Septic tank.*
9. *Such all other equipment, installations, fixtures, fittings and spaces of the common areas in or about the said building.*
10. *The Purchasers shall be entitled to use Lift facility.*

**THE FOURTH SCHEDULE AS REFERRED ABOVE**

**(Easements and Quasi Easement)**

1. *The PURCHASERS shall be entitled to all rights and privileges including the right of vertical and lateral support easements, quasi easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said residential Flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part parcel of member*

*thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor and other Co-Owners and occupiers of the other flats of the building the rights, easements, quasi easements, privileges and appurtenances herein after more particularly set forth in the FIFTH SCHEDULE below.*

- 2.** *The right of access in common with other Flat and Garage/Shop Owners and the Vendor at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase and other common parts of the building.*
- 3.** *The right of way in common as aforesaid at all times and for all normal purpose connected with the reasonable use and enjoyment of the said premises and the properties appurtenant thereto and the common parts with or without vehicles over and along the passages and pathways comprised within the building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the PURCHASERS or any person deriving title from the PURCHASERS or their servant , men, agents etc. to obstruct in any way by vehicle deposit of materials, rubbish and otherwise the free passage of the Vendor or the other Flat and Garage/Shop Owners and occupiers in the building, entitled to such rights of way over the passage, pathways or parts as aforesaid.*

4. *The right of protection of the said Residential Flat and the properties appurtenant thereto by or from all other parts of the said building as he now protects the same and, in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.*
5. *The right of passage in common as aforesaid of electricity, water, Gas, soil pipes from and to the said Residential Flat and the properties appurtenant thereto through pipes, drains, wires, conduits etc. lying or being in under through or over any part or parts of the said Residential Flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said Residential Flat and the properties appurtenant thereto for all lawful purposes whatsoever.*
6. *The right with or without workmen and necessary materials for the PURCHASERS, to enter from time to time during the day time into the other parts of the building for the purpose of repairing the pipes, drains, wires, conduits as stated earlier and for repairing, rebuilding, repainting, cleaning of any part of the building and the properties appurtenant thereto so far as such repairing, rebuilding, repainting, cleaning cannot be carried out without entering into such spaces by giving at least twenty four hours' prior notice, in writing, except in case of emergencies, to the persons entitled to the same.*

**THE FIFTH SCHEDULE AS REFERRED ABOVE**

**(Exception, Reservations and Restrictions)**

*The under mentioned rights, easements, quasi easements, privileges and appurtenances shall be excepted and be reserved unto the Vendor and/or other Owners and occupiers of other flats of the said building entitled to the same and/or serving rights under them other than the PURCHASERS in respect of the said premises:-*

- 1.** *The right of way in common with the PURCHASERS, the Vendor and other co-Owners or occupiers of other flats of the said building entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installation, stair cases, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.*
- 2.** *The rights of protection of other portion or portions of the said building from or by all parts of the said premises and properties appurtenant thereto in any manner not to demolish the support at present, enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.*
- 3.** *Not to change the name of the building in any manner which has been christened as “-----”.*

4. *Not to throw dirty rubbish or other refused or to accumulate the same in the said building compound or any common spaces.*
5. *Not to store any goods of hazardous or combustible nature which are so heavy as to effect or endanger the building or any portion thereof including its fittings and fixtures.*
6. *Not to interfere or raise objection for raising further structure/ construction by the OWNER/ VENDOR over the utmost roof and signing this deed will be treated as NO OBJECTION for the purpose of raising further construction by the OWNER/ VENDOR.*
7. *Not to damage or demolish the Residential Flat including its pillars, beams etc. which may affect the other Units as well as the construction stability of the building.*
8. *Not to obstruct service men or association authority for repairing of common facilities inside the Residential Flat /unit.*
9. *Not to withdraw themselves from the Owners Association.*
10. *Not to withdraw payment of maintenance charges and tax and revenue according to proportionate share of the Residential Flat/unit.*

**SIXTH SCHEDULE REFERRED TO ABOVE**

**(Common Expenses)**

- 1.** *The expenses of maintaining and repairing of the main structure of the building and in particular thereof terrace, outer and rain water pipes, waste pipes, sewer lines, water lines, water reservoir, electric lines, electric fittings whatsoever installed in common areas of the building.*
- 2.** *The cost of cleaning and lighting of the common areas, staircases and/or passages of the building and the other common parts of the building.*
- 3.** *The cost of maintenance and decoration of the exterior parts of the building including boundary walls.*
- 4.** *The salary of watch-man, sweeper and all other employees employed for the common maintenance.*
- 5.** *The cost of maintaining and/or substituting of the pump and the common lights.*
- 6.** *Local and other Taxes and other outgoing and impositions in respect of the said building.*
- 7.** *All expenses of common services and in connection with common areas and facilities.*
- 8.** *Insurance of the building.*
- 9.** *Such further and other expenses as are necessary or incidental for the maintenance and protection of the building.*
- 10.** *Any expenses that may be fixed by the Association.*
- 11.** *Proportionate cost and expenses for maintenance of lift.*



**SEVENTH SCHEDULE REFERRED TO ABOVE**

**(Specifications of construction)**

1. *Foundation-* Reinforced concrete cement structure/ R.C.C. piling.
2. *Brick work-* First Class Bricks -Outside wall 8" and 5", Inside Wall between flat 5" and partition wall 5" excluding plaster.
3. *Wall-* Interior- Conventional brick work with putty.  
Exterior- High quality waterproof cement paint.
4. *Floor-* Bedroom and living/ dining – Vitrified tiles.  
Kitchen- Anti-skid vitrified tiles in flooring  
Toilet- Anti-Skid Vitrified tiles.  
Toilet walls- Glazed tiles on wall the wall upto door height.
5. *Kitchen-* Granite platform, stainless steel sink, Dado tiles upto 2 feet above the counter/platform. Electronic point for refrigerator, aqua guard and exhaust fan.  
Plumbing provision for water line.
6. *Toilet-* Commode with PVC cistern with necessary fittings, hot and cold water point with showers with arm and one bibcock point with C.P. fittings.
7. *Doors & Windows-* Main Door- Flushed Door.  
Main Door Fittings- Godrej night latch and eye

*piece of equivalent make. Internal doors- solid core flushed door.*

*Windows- Sliding anodized aluminum window.*

8. *Lift- Bharat or equivalent make (4 passenger).*

9. *Water Supply- 24 hrs supply from deep tube-wells and H.M.C water Supply.*

10. *Electrical - Each Room- 2 light point over switch board, 1 fan point, 1 (6 amp.) plug point, Hall- 2 light point over switch board, 1 fan point, 1 (6 amp.) plug point, Kitchen- 1 light point over switch board, 1 exhaust fan point, 1 (6 amp. Plug point), 1 (16 amp.) plug point.*

*Toilet- 1 light point, 1 (6 amp. Plug point), 1 (16 amp.) Plug point. AC point- In master bedroom, Balcony- 1 light point Calling Bell- 1 point, Cable Line- 1 point.*

12. *Common Light- Overhead illumination for compound and street lighting. Necessary illumination in all lobbies, staircase & Common areas.*

13. *Rain water pipes- G.I. Pipes/ P.V.C Pipes.*

14. *Hardware Fittings- All aluminum / steel fittings on the entrance door.*

15. Name Plate & Letter Box - Provided for each and every flat.

**MEMO OF CONSIDERATION**

Received the sum of **Rs.** ----- **(Rupees** -----  
-----) **only** towards total consideration  
money in respect of the Second Schedule mentioned Residential Flat from the  
PURCHASERS in the manner as follows :-

<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>Cheque No.</u></b>	<b><u>Amount</u></b>
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**Total**

**Rs.** -----  
-----

**(Rupees -----) only**

**(SIGNATURE OF THE VENDOR)**

**IN WITNESS WHEREOF** all the parties hereto have put their respective signatures on this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

**IN PRESENCE OF**

**WITNESSES:-**

**1.**

**(SIGNATURE OF THE VENDOR)**

**2.**

**(SIGNATURE OF THE PURCHASERS)**

***Drafted by me***

**(ABHISEK ADAK)**  
**Advocate**  
**Judges' Court, Howrah**  
**Enrolment No. F/1201/2012**